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10 Attorneys for APPLIED MATERIALS, INC.

11  
12 **UNITED STATES BANKRUPTCY COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **OAKLAND DIVISION**

15  
16 In re  
17 MARK KESEL,  
18 Debtor.

Case No. 10-41653-WLL

CHAPTER 11

Hon. William L. Lafferty

19 **FIFTH STIPULATION TO EXTEND**  
20 **DEADLINE TO DETERMINE**  
21 **DISCHARGEABILITY**

[No hearing required]

1 WHEREAS on February 28, 2011, the Court's Order on Second Stipulation to  
2 Extend Deadline to Determine Dischargeability was entered (Docket No. 69) (the "Second  
3 Extension Order").

4 WHEREAS the Second Extension Order set a deadline of April 18, 2011 for  
5 Applied Materials, Inc. ("Applied") to file an adversary proceeding to determine the  
6 dischargeability of the debt arising from the judgment entered in the matter of Applied Materials,  
7 Inc. v. MultiMetrixs, LLC, Mark Kesel, Boris Kesil, and Elik Gershenzon (the "Debt").

8 WHEREAS the Debtor has engaged in settlement discussions with Applied and  
9 with the other judgment debtors that are liable for the Debt.

10 WHEREAS the Second Extension Order authorized the parties to further extend  
11 the April 18, 2011 deadline by further stipulation without further Court order.

12 WHEREAS the undersigned parties previously stipulated to a fourth extension of  
13 the deadline to July 15, 2011 (Docket No. 83).

14 WHEREAS the Debtor and Applied believe that further extending the July 15,  
15 2011 deadline will facilitate continued settlement negotiations that may produce a resolution of  
16 the parties disputes and obviate the need to determine the dischargeability of the Debt.

17 The undersigned parties, by and through their counsel have conferred, and hereby  
18 agree and stipulate that:

19 1. The deadline for Applied Materials, Inc. to file a complaint to determine  
20 the dischargeability of the Debt is extended to September 2, 2011, and the Debtor waives any  
21 objection to untimeliness of such a complaint that is filed on or before September 2, 2011.

22 2. The deadline may be further extended by stipulation of the parties (without  
23 further Court order) or by Court order.

24 3. All other rights of the parties are reserved.

1 Dated: July 14, 2011

Respectfully submitted,

2  
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6 By: /s/ Seth Goldman  
7 SETH GOLDMAN

8 Attorneys for Applied Materials, Inc.

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10 San Jose, California 95113  
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12 By: /s/ Judith L. Whitman  
13 JUDITH L. WHITMAN

14 Attorneys for Mark Kesel

1 **CERTIFICATE OF SERVICE**

2  
3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4  
5 I am a citizen of the United States of America and employed in Los Angeles  
6 County, California. I am over the age of eighteen years and not a party to the above-entitled  
7 action. My business address is 355 South Grand Avenue, Suite 3500, Los Angeles, California  
8 90071-1560.

9 On July 14, 2011 I served a true and correct copy of the following document on  
10 the parties, via first class U.S. Mail, on the attached Service List:  
11

12 **Fifth Stipulation To Extend Deadline To Determine Dischargeability**

13 ☒ (FEDERAL) I declare that I am employed in the office of an attorney admitted to  
14 practice before this Court at whose direction the service was made.

15  
16 I declare under penalty of perjury under the laws of the United States of America  
17 that the foregoing is true and correct. This Certificate was executed on July 14, 2011 at Los  
18 Angeles, California.

19  
20 /s/ Michelle Simms

21 Michelle Simms  
22  
23  
24  
25  
26  
27  
28

1  
2  
3 **SERVICE LIST**

4 Debtor

5 Mark Kesel  
6 59 Stratford Road  
7 Berkeley, CA 94707

8 Attorneys for Debtor

9 Judith Whitman  
10 Diemer, Whitman and Cardosi  
11 75 E. Santa Clara St.  
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14 Attorneys for U.S. Trustee

15 Lynette C. Kelly  
16 U.S. Office of the U.S. Trustee  
17 1301 Clay St.  
18 Oakland, CA 94612  
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20 Special Notice

21 BAC HOME LOANS SERVICING, LP FKA  
22 COUNTRYWIDE HOME LOANS  
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